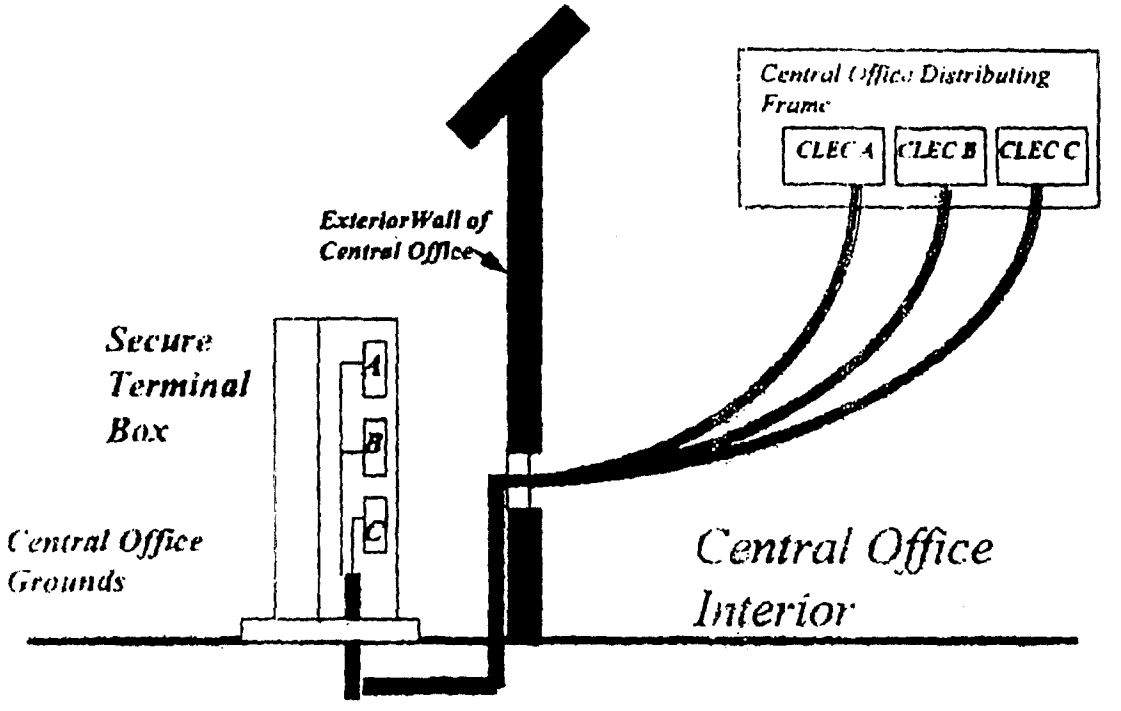
Assembly Point Pad Mount



An Assembly Room or an Assembly Point will be set up using the processes already established for physical collocation. Both the Assembly Room and Assembly Point can be initially provisioned in the same 76 business day interval used for physical collocation arrangement. After an Assembly Room or Assembly Point is established, however, subsequent orders by CLECs wishing to make use of the Room can be accommodated more quickly. Once a CLEC is established in the Assembly Room or at the Assembly Point, it will be able to obtain access to unbundled loops and unbundled ports at that central office in the standard intervals, and combine those elements as quickly as it desires.

Just as in a physical collocation arrangement, a CLEC using an Assembly alternative would provide BA-NY with a forecast of its requirements and, based on that

forecast, the CLEC and BA-NY would establish the number of terminations required for voice grade or DS0 combinations.[14] BA-NY would place permanent cabling and terminations back to the BA-NY Distribution Frame(s) for purposes of connecting to BA-NY elements. After the arrangement is established, the CLEC would have assignment control and designate the cable and pair assignments on the unbundled network element circuit order it places with BA-NY. BA-NY technicians make the required cross-connections in order to connect the unbundled network elements to the CLEC terminal block. The CLEC could, at its option, pre-wire its terminal block, or it could dispatch a technician for a given order to cross-connect the two sides of its termination frame.

BA-NY's preliminary cost analyses show that these alternatives would provide CLECs with an opportunity to combine UNEs at an entry cost below the costs for traditional physical and virtual collocation. A description of these offerings, along with preliminary rate levels -- which will be made generally available by tariff -- are set forth in greater detail in the "Assembly Room and Assembly Point" Product Description attached as Appendix B.

BA-NY does not believe that any incumbent carrier has currently made this collocation alternative available, but understands that a similar offering is under development by SBC. Nevertheless, all of the physical components of the Assembly Room and the Assembly Point are widely used throughout the telephone business and

[14] BA-NY would make DS0/voice grade terminations available in blocks of 100, thus greatly reducing the upfront investment for CLECs and facilitating market entry with only a few CLEC customers.

will permit CLECs to provide service to their customers at parity with the service BA-NY provides to its retail customers.

The only additional equipment in the Assembly Room is the CLEC Termination Frame (which is simply part of a POT Bay) through which the unbundled network elements are provided to the CLECs. POT Bays are intermediate distributing frames that have been used by BA-NY since its initial physical collocation offering in 1991 and have proven to be effective and reliable. There is no record of additional troubles caused by the use of a POT Bay.[15]

The use of an outdoor connection area in the Assembly Point is also a standard operating environment. BA-NY uses these devices widely in its operations, and they have proven to be effective in a variety of outdoor environments throughout New York State. There is no reason to believe that either the Assembly Room or Assembly Point will have adverse effects on customer service.

II. OTHER ALTERNATIVES SUGGESTED BY THE CLECS – UNSECURED "CAGELESS" PHYSICAL COLLOCATION AND "LOGICAL UNBUNDLING" – SHOULD BE REJECTED BY THE COMMISSION

A. Unsecured "Cageless" Physical Collocation Unnecessarily Puts BA-NY's Facilities and Customers At Risk

In the Pre-filing Statement, BA-NY agreed to discuss the feasibility of various types of "cageless physical collocation" as it has been suggested by a number of CLECs.

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[15] In fact, in its May 8, 1991 order approving the OTIS II tariff, the Commission found that the operational benefits of the POT Bay clearly overshadowed the alleged liabilities. Order Regarding OTIS II Compliance Filing, Cases 88-C-004 and 29469 (May 8, 1991), Attachment Memorandum at 49-50. In the seven years since, the alleged liabilities have proven to be a myth, and the Commission's judgment has been confirmed.

As most frequently proposed, in a "cageless" physical collocation environment, CLECs would install and maintain their equipment in the same space as BA-NY's facilities, without any physical separation between BA-NY's equipment and the equipment of as many CLEC's as may want this sort of arrangement. This commingling proposal is a radical departure from the secure arrangements which have historically been used to safeguard the networks of various competing carriers which share central office space through collocation. If imposed in New York, this approach would subject BA-NY's equipment and the service it provides New York customers to risks of interference – accidental and advertant – which have always been properly regarded as unacceptable.

In a physical collocation arrangement, each collocator has an exclusive space enclosed by a wire cage, access to which is under full control of the collocator. Within this space, the collocator owns, installs, operates and maintains its equipment. The collocator's space is created in a secure area within BA-NY's central office that is physically separated from BA-NY's equipment and is dedicated solely for use by other carriers. In many cases, BA-NY is able to create this separate and secure collocation area on the same floor as BA-NY locates its own transmission equipment. In all cases, a collocator may access its collocation space without any need to access portions of the central office containing BA-NY's equipment or facilities.

Virtual collocation does not require space in BA-NY's central office for dedicated secure access by a collocator. The CLEC's equipment is installed by BA-NY in the same space as BA-NY's own central office transmission equipment. The collocator is responsible for overall system maintenance (software and hardware) and remote

monitoring, operating and testing of its virtually collocated equipment. BA-NY employees maintain the collocator's virtually collocated equipment in BA-NY's central office under the direction and supervision of the collocator.

Proponents of the "cageless" approaches that go beyond the Assembly Room concept described blur the necessary differences between physical and virtual collocation in order to save a few dollars. Under their view of a "cageless" environment, the CLEC equipment will not be segregated in any way from BA-NY's equipment, much like a virtual collocation arrangement. But, unlike a virtual collocation arrangement, the collocator's technicians would be permitted to freely walk through BA-NY's (and other carrier's) equipment in order to install and maintain its equipment. Unsecured "cageless" collocation would essentially make BA-NY's entire central office space common space for all collocators.

In our current telecommunications environment, CLECs, Competitive Access Providers ("CAPs"), IXCs and at least one non-carrier customer all collocate equipment in BA-NY's central offices. In fact, some New York central offices have as many as seven collocating carriers. This number will continue to grow as additional carriers seek interconnection with BA-NY and access to BA-NY's unbundled network elements. In an unsecured "cageless" environment, the technicians of each of these companies will have access to any and all portions of BA-NY's central offices as they attempt to install, and then locate and maintain, their equipment without the structure required to ensure that there are no inadvertent or intentional disruptions of service.

Unsecured "cageless" collocation would create serious accountability problems and would substantially increase the potential for network outages. BA-NY's central offices house telecommunications equipment providing service to millions of BA-NY customers. This includes Signal Transfer Points (the most vulnerable part of BA-NY's SS7 network), equipment that provides E911 services, fiber optic systems carrying thousands of individual circuits, switches providing dial tone to 50,000 or more end users, and critical high-capacity data services. Since there is a relatively small number of central office equipment manufacturers, BA-NY, CLECs, CAPs and IXCs frequently use the same equipment from the same vendors, and much of this equipment looks the same. Even if CLECs employ well-trained, conscientious technicians, unintentional human errors will happen. An unsecured "cageless" environment is a ticking time bomb where a CLEC/CAP/IXC technician could mistakenly open an equipment cabinet and accidentally remove plug-ins providing BA-NY's or another carrier's customers with service. Or, for example, a CLEC/CAP/IXC technician could mistakenly open a BA-NY cabinet on a type of equipment where the technician needs to be grounded with a grounding strap, and the resulting static discharge could take out BA-NY equipment and service. BA-NY spends millions of dollars on equipment and labor to minimize the potential of major service failures and disruptions. Jeopardizing this equipment and high quality of service the existing collocation regime permits is irrational.

Unsecured "cageless" collocation also increases the possibility of loss of property. Human nature being what it is, there is no reason to significantly increase the number of people, from a number of companies, that unsecured "cageless" collocation would require

to be permitted unrestricted access throughout BA-NY's central offices. Many of BA-NY's central office buildings are "unmanned," or only have full-time employees assigned during the day. Because access to BA-NY's central offices is controlled, valuable equipment, such as portable test sets and thousands of plug-in equipment cards, ranging in value up to $25,000, are not kept under lock and key. While this equipment is readily available to BA-NY's technicians for use on BA-NY's equipment, unrestricted access would make this equipment accessible to individuals outside of BA-NY's employment or control, and cause endless disputes over allegations of mistake or theft. If work areas are not segregated, CLEC technicians could leave behind equipment and the potential for the same sort of confusion could arise with respect to BA-NY's technicians.[16] The potential for labor disputes as non-union CLEC technicians work within the same area as BA-NY's unionized technicians would also be raised by unsecured "cageless" collocation.

Unsecured "cageless" collocation would also impair BA-NY's accountability for customer service. BA-NY is responsible for the levels of customer service provided to all users of BA-NY's network, including financial and contractual obligations to CLECs and some large business customers. Unrestricted access by the employees of multiple carriers throughout BA-NY's central offices would not only create the very real potential for more network failures, often it would not be possible to tell which employee of which company caused a failure to occur.

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[16] Since BA-NY, CLECs, IXCs and CAPs use much of the same equipment, a technician that discovers a defective plug-in card in his equipment might remove that defective card and swap it with a good card from another carrier's equipment.

The suggestion that security card access or security cameras would solve these problems is naive at best. Security card access only limits the number of people (with access cards) that are permitted to enter into a building, and records the date and time a particular card is used. Once inside the building, the security issues and operational problems remain the same, since a security card cannot prevent a mistaken or deliberate interference with BA-NY's facilities. The same is true with the introduction of security cameras throughout central offices. Security cameras are a reactive device -- they may increase the likelihood that the perpetrators of mistaken or intentional interference can later be identified, but they will do so only after an outage has occurred.

The importance of these network security concerns is not new, and neither is the fact that these concerns have been found repeatedly to outweigh requests that carriers be permitted unrestricted access to central offices. Proposals like cageless collocation were in fact raised and rejected by the FCC in its Local Competition Order:[17]

> Based on the comments in this proceeding and our previous experience with physical collocation in the Expanded Interconnection docket, we will continue to permit LECs to require reasonable security arrangements to separate an entrant's collocation space from the incumbent LEC's facilities. The physical security arrangements around the collocation space protect both the LEC's and competitor's equipment from interference by unauthorized parties. We reject the suggestion of ALTS and MCI that security measures be provided only at the request of the entrant

[17] See First Report And Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 11 FCC Rcd 15499, 15803, ¶ 598 (1996) ("Local Competition Order"), modified on reconsideration, 11 FCC Rcd 13042 (1996), vacated in part, Iowa Utils. Bd. v. FCC, 120 F.3d 753 (8th Cir. 1997), motion to enforce mandate granted, 135 F.3d 535 (8th Cir.), cert. granted, 118 S. Ct. 879

> since LECs have legitimate security concerns about having competitors' personnel on their premises as well. We conclude that the physical separation provided by the collocation cage adequately addresses these concerns."[8]

BA-NY should be able to maintain a secure environment in its central offices consistent with this Commission's past practice and the FCC rules. Separated space for physical collocation was put in place by this Commission with its approval of BA-NY's OTIS II tariff in 1991. The FCC's collocation rules follow this Commission's efforts in Cases 88-C-004 and 29469, and recognize that "[a]n incumbent LEC is not required to permit collocating telecommunications carriers to place their own connecting transmission facilities within the ILEC's premises outside of the actual physical collocation space." 47 C.F.R. § 51.323(h)(2). This Commission should reject any proposal to litigate this issue yet again, and to put BA-NY's customers at risk by forcing BA-NY to collocate and commingle a CLEC's equipment among its own.

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[8] Indeed, BA-NY's physical collocation offering meets the FCC's only concern with a physical cage requirement:

> collocating parties should have the right to subcontract the construction of the physical collocation arrangements with contractors approved by the incumbent LEC. Incumbent LECs shall not unreasonably withhold such approval of contractors. Approval by incumbent LECs of such contractors should be based on the same criteria as such LECs use for approving contractors for their own purposes.

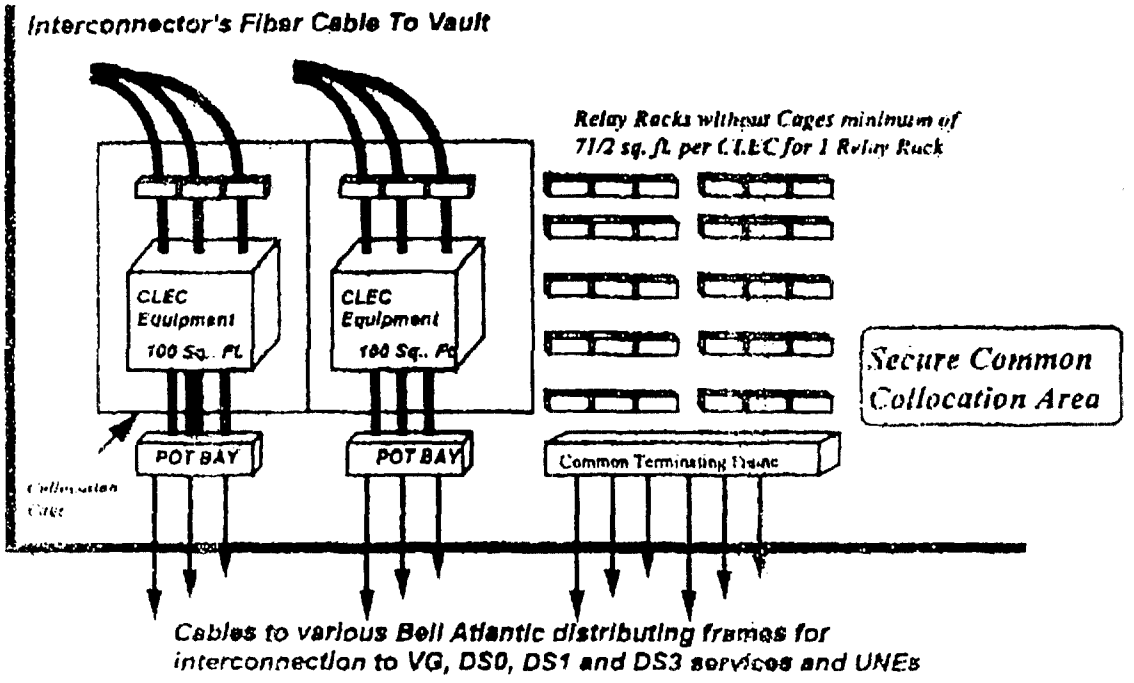
Id. See BA-NY's PSC No. 914 Tariff § 5.5.2(B)(2).

B. BA-NY Will Provide CLECs With Secure, Common "Cageless" Collocation Space If They So Desire

Although BA-NY will not risk its network in shared, unsecured space with CLECs, it does not presume that all CLECs have the same concerns. Assuming CLEC interest, BA-NY is willing to develop an additional form of secure "cageless" collocation (beyond the Assembly Room option described above) by providing Common Space Physical Collocation ("CSPC") in which CLECs could place their equipment and choose whether to enclose that equipment in a cage.[19] This arrangement would be in the same secure, environmentally-conditioned area currently utilized for the standard physical collocation offering.

[19] It is unclear whether there is any CLEC industry demand for Common Space collocation. There have been no such requests made to BA-NY. Nevertheless, to the extent that multiple CLECs in a single location are willing to collocate in common space without the establishment of physical CLEC-to-CLEC separating cages, BA-NY will make CSPC available

Common Collocation Space



A CSPC arrangement will enable CLECs that do not want a standard cage-enclosed multiplexing node to install one or more bays of equipment in a secure area.[20] Each individual CLEC would be responsible to provide and install its own equipment and to perform all maintenance-related activities up to that CLEC's side of the BA-NY-supplied common terminating frame. The common terminating frame would contain cable terminations and blocks dedicated to the individual CLEC. The CLEC's

[20] A typical physical collocation arrangement requires BA-NY to build separate multiplexing nodes for each interconnector. These nodes, depending on equipment configuration, can accommodate between 10 and 14 equipment bays. Several bays inside the node are used for cable terminations, alarm panels, test jacks and cross connect points. The average collocator typically installs 8 to 10 bays of transmission equipment.

responsibilities would include performing the cross-connect at the frame. The cost of establishing CSPC would be roughly the equivalent of the physical collocation offering for new space currently pending before Judge Linsider, less the costs of the cage construction itself. In cases where site preparation is required, the CLEC would be responsible for the allocated cost of the space occupied by the CLEC equipment (as little as 7.5 square feet).

CSPC raises serious issues regarding the security and insurance/liability responsibilities of BA-NY and its many collocated customers. For example, BA-NY (and possibly the collocating CLECs employing cages) may require that the CLECs employing CSPC agree to language which protects them from claims of damage caused by other collocators. These sorts of liability issues may be subject to resolution in the collaborative phase of this proceeding, if there is CLEC interest in this alternative.

C. "Logical Unbundling" Is A Sham Which Should Be Rejected by the Commission

Although the issue has yet to be formally raised before the Commission, it is likely that AT&T will suggest that so-called "logical unbundling" be mandated by the Commission as a method for "combining" unbundled network elements. Discussions of logical unbundling in other jurisdictions have been remarkably ill-defined and imprecise,[21] but the concept appears to be one which applies only to unbundled network

[21] Logical unbundling raises significant software development issues likely measured in millions of dollars and spans of years. Absent a precise definition of logical unbundling, however, BA-NY is unable to even begin the job of estimating the time and expense logical unbundling would entail. BA-NY reserves the right to present evidence on this issue if and when AT&T or another CLEC provides a reasonably detailed description of logical unbundling.

elements that are already combined by BA-NY. For these pre-existing combinations, AT&T suggests that it be permitted to send a software command to BA-NY's switch temporarily taking dialtone off that line (so-called "unbundling") and then send a second software command to the switch returning dialtone to that line (so-called "rebundling"). Logical unbundling is a sham which is inconsistent with the Act, the FCC Order and the history of unbundling before the Commission. It should be rejected for what it is: an attempt to obtain the UNE Platform where and when it is unavailable.

When faced with a Big Lie like "logical unbundling," it is necessary to return to first principles. For these purposes, the first principle of unbundling (enshrined in the Act, the FCC Order, and in prior proceedings before the Commission) is that the various elements – particularly the loop and the port – are physically defined so that they can be physically separated. Section 251(c)(3) of the Act requires BA-NY to provide "access" to network elements at "any technically feasible point" – words which make sense only in terms of physically-defined elements. Not surprisingly, the FCC's Rules define the "local loop" as the "transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and an end user customer premises." 47 C.F.R. § 51.319(a) (emphasis added). The same sort of physical description is provided for unbundled switching, which include line-side "facilities" from the loop to the switch line card. 47 C.F.R. § 51.319(c).

The notion that "unbundled" network elements are ones that are physically separated is nothing new. As far back as 1991 as part of its review of Comparable Efficient Interconnection Arrangements, the Commission determined that appropriate

definitions of a loop and a port must include "physical demarcation points" where "major physical elements of a service can be technically and discretely distinguished, and where unbundling and interconnection may be employed." Opinion No. 91-24 at 24-25.

In light of this history, any attempt by AT&T to suggest that the loop and the port have been "unbundled" by the delivery of a software command to the switch is nonsensical. The software command does nothing to associate or to create the connection between the port and the loop. In fact, BA-NY physically cross-connects the distinct loop element and port element on its distributing frame. A software command from a CLEC to a BA-NY switch only provides or removes dialtone on a loop if that loop and the switch are already physically connected.[22] "Logical unbundling" is a sham because it presumes a pre-existing combination of the loop and the port – a combination that BA-NY is not required to provide to any CLEC and will not provide beyond the voluntary offer made in the Pre-filing Statement.

III. CONCLUSION

BA-NY has developed a series of proposals which provide competing carriers with reasonable and non-discriminatory access to unbundled network elements in a manner that provides them with the practical and legal ability to combine unbundled network elements. BA-NY will be prepared to respond to questions about these

[22] The suggestion that AT&T send these sorts of orders to BA-NY's switch runs afoul of another part of the FCC's Order. The FCC clearly stated that BA-NY is not "required to relinquish control over operations of the switch," and that BA-NY – not a CLEC – is responsible for "activat[ing] (or deactivat[ing]) the particular features on the customer line designated by the competing provider." Local Competition Order at ¶ 415.

alternatives, and reserves the right to provide detailed responses to the proposals and comments of other parties at the upcoming Technical Conference.

Respectfully submitted,

Randal S. Milch
Donald C. Rowe

Attorneys for

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Dated: May 27, 1998
New York, New York

APPENDIX A

DRAFT

Bell Atlantic Assembly Products Service Description

May 27, 1998

Version 1.0

DRAFT

1.0 Service Description for Assembly Product Requirements:

1.1. Product Description

The Assembly Room is located in a secured space within a Bell Atlantic serving wire center, and enables CLECs access to perform their own loop and port combinations. The Assembly Room is provided for the purposes of facilitating a CLEC's ability to combine these loops and ports on a CLEC Termination Frame (CTF). The environmental properties normally associated with central office conditioned space are not furnished. Costs to the CLEC will be less than traditional physical collocation, since the actual cage and the environmental conditioning will not be required.

Assembly Points may be offered in lieu of the Assembly Room in locations where

- space is limited
- space cannot be secured
- central office does not have 24 X 7 access without callout
- zoning and facility security conditions permit

These Assembly Points are locked termination enclosures outside central offices. The two types of outside enclosures are:

The Termination Splice Box (TSB) is a secure outdoor-rated cabinet providing termination, access and cross-connect flexibility. This box can be either wall- or post-mounted.

The Terminal Pad Mounted Outside Plant Cabinet is equipped with connectorized cross-connect terminal blocks. The double door access unit is available in 1800-5400 pair counts. The blocks are enclosed in a lightweight aluminum cabinet for easier handling. These units provide termination, access and cross-connect flexibility.

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1.2 Operations Review

Operationally, the Assembly options permit the recombination of loops and ports in the same manner as existing physical collocation. The CLEC submits forecasts of its requirements. Based upon these forecasts the CLEC and BA establish the terminations required. BA places permanent cabling and terminations back to the BA central office distributing frame and the CLEC can, at its option, pre-wire its terminations for purposes of connecting to BA elements. The Assembly Products will support the DS0/voice grade cross-connects necessary for UNE loop and port combinations.

The CLEC has assignment control and designates the cable and pair assignments on the circuit order it places with BA. BA technicians make the required cross-connections in order to connect the unbundled elements to the CLEC terminal block. Unless it pre-wires its terminations, the CLEC can dispatch a technician for any given order to cross-connect the two sides of the CTF

Internal Operations Requirements

- Assembly Room is a secured area.
- Access to the room is via tumbler lock.
- CLECs will provide forecasts for loops and ports.
- The "hot-cut" process for provisioning UNEs at an Assembly Room or Assembly Point will be based on the established process for a hot- cut of an existing service (loop and port) at a traditional collocation node.
- CLLI codes will need to be established as in physical collocation.
- DCAS ordering formats (and service representative guides) will be augmented to reflect any new coding changes, new USOCs, etc.
- All UNE Methods and Procedures will be examined for conforming changes.

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2.0. Rate Structure:

The Basic components of the rate structure are as follows:

2.1. Application and Engineering Fees

2.1.1 Application Fee

To order services to the Assembly Room or Assembly Point, the CLEC must fill out an Application and submit it, with an application fee, to Bell Atlantic. This fee recovers the expenses associated with the application processing and administrative activities performed by the TIS contact.

One non-recurring USOC is required.

2.1.2. Engineering and Implementation Fee

This fee is applied upon completion of each request and recovers the expenses associated with the planning and Bell Atlantic engineering of assembly products

One non-recurring USOC is required.

2.2. Service Access Charge (SAC)

The SAC provides the physical connection between the CLEC's equipment and the Bell Atlantic network. It consists of termination equipment located in the CLEC Termination Frame, cabling and terminations on Bell Atlantic frames. The SAC for voice grade and DS0 elements terminate on a central office distributing frame (CODF)

SAC - CTF Termination (NRC)

These costs are based on the installed investment of each terminal block that resides in the CTF The non-recurring rate element will be applied per (100) DS0/voice grade.

This non-recurring SAC charge applies at the time of CLEC arrangement build.

One non-recurring USOC is required.

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SAC (Recurring)

There are 2 components that make up the recurring SAC. The CTF termination portion recovers Bell Atlantic's ad valorem tax, and directly attributable and common overheads. The cabling and frame termination portion consists of the cabling necessary to connect the CTF to Bell Atlantic's frame for the purpose of accessing loops and ports. The terminations are located on these frames and differ from CTF terminations in that they provide test access and circuit patching capabilities. The CTF termination provides a connection point only.

Recurring Rate Elements	CTF Terminations	Cable and Frame Terminations
Per DS0/voice grade	1	1

The recurring charge is only applied when an element or service is ordered.

Two recurring USOCs are required.

2.3. Assembly Room Charge

This monthly recurring charge recovers the cost for the room, racking and floor space on a per terminal block basis.

One recurring USOC is required.

2.4. Assembly Point Charge (Wall mounted)

This monthly recurring charge is applied on a per terminal block basis and recovers the cost for

- the wall mounted cabinet
- frame distribution block
- conduit
- lighting
- concrete pad/restoration

One recurring USOC is required.

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2.5. Assembly Point Charge (Pad mounted)

This monthly recurring charge is applied on a per terminal block basis and recovers the cost for:

- the outside plant cabinet
- frame distribution block
- conduit
- lighting
- concrete pad/restoration

One recurring USOCs is required.

3.0. Billing Elements (RATES ARE ESTIMATED/SUBJECT TO REVIEW)

The billing elements are:

ELEMENT	USOC/NRC	USOC/ RECURRING	RATE
Application Fee	TBD		$500.00
Engineering and Implementation Fee	TBD		$3,760.00
SERVICE ACCESS CABLE			
- per (100) DS0/voice grade	TBD		$179.49
SAC - CTF Terminations			
- per DS0/voice grade		TBD	$0.01
SAC - Cable and Frame Terminations			
- per DS0/voice grade		TBD	$0.39
Assembly Room Charge			
- per (100) DS0/voice grade block		TBD	$9.20
Assembly Point Charge - Wall Mounted			
- per (100) DS0/voice grade block		TBD	$23.40
Assembly Point Charge - Pad Mounted			
- per (100) DS0/voice grade block		TBD	$36.18

APPENDIX B

DRAFT

Bell Atlantic

SHARED CAGES

Product Description

May 27, 1998

Version 1.0

DRAFT

SHARED CAGES

Shared Cages are being offered by Bell Atlantic to CLECs as another option for interconnection and access to unbundled elements. The Shared Cage is actually the division of space within an established collocation node ("cage"). The CLEC of record (the host) makes the determination that another CLEC (guest) will be allowed to share space within its cage, as well as the terms and conditions under which they will share. Bell Atlantic will not be a part of any such negotiations

The host CLEC must notify Bell Atlantic in writing of its intention to share its cage space and provide Bell Atlantic with a certificate of insurance from the guest before the guest occupies the cage.

Once the guest is established in the cage any telecommunications services or unbundled elements that are to be ordered by the guest will be via a Letter of Authorization (LOA) from the host. Bell Atlantic will bill the guest directly for all such orders

In addition to the terms and conditions applicable to physical collocation generally, the following terms and conditions will apply to shared cages:

1. The guest must be a CLEC.
2. The host and guest must each be collocating for the purpose of interconnecting to Bell Atlantic or accessing Bell Atlantic's unbundled network elements
3. The guest is subject to the same Bell Atlantic rules and regulations as the host The guest is also subject to the same municipal/zoning regulations as the host
4. The host is responsible and liable for its guest's actions and will indemnify Bell Atlantic.
5. Bell Atlantic will not be held responsible for any penalties or consequences to guest based on host's actions or inability to comply with agreements, tariffs and applicable law.
6. The host and guest will participate in Methods of Procedure (MOP) detailing the installation work to be performed by the guest. This shall be completed for all Physical Collocation equipment installation. The host shall prominently display the signed MOP at the multiplexing node while performing any installation functions.
7. The host must provide the Local Collocation Coordinator (LCC) or Telecom Industries (TIS) representative a list of the names of all technicians who will need access to this cage for support, maintenance and repair purposes. The

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host is responsible for supplying the LCC or TIS representative with the required completed non-employee I D badge application forms and all appropriate identification material for its employees/agents as well as those of the guest CLEC.

8. Bell Atlantic will issue only one identifying cage and POT Bay CLLI code and provide it to the host. The host will assume connecting facility assignment (CFA) responsibilities.

9 All occupancy and specific cage construction communications (e.g . cage augments, cage access or deployment requirements) will be between the host and Bell Atlantic as specified in the appropriate tariffs.

10. The host will remain responsible for all costs associated with the cage (e.g., cage construction, POT Bay installation). Bell Atlantic will not split bill any of the rate elements associated with the collocation cage between the host and its tenant (e.g., recurring square foot charges, power, cable racking).

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In the Matter of	)	
	)	
Application by BellSouth Corporation,	)	
BellSouth Telecommunications, Inc., and	)	**CC Docket No. 98-121**
BellSouth Long Distance, Inc. for	)	
Provision of In-Region, InterLATA	)	
Services in Louisiana	)	

AFFIDAVIT OF J. LANS CHASE

J. LANS CHASE, being duly sworn according to law, deposes and says:

1. My name is J. Lans Chase. I am employed by Intermedia Communications Inc. ("Intermedia") as Senior Regulatory Analyst. My business address is 3625 Queen Palm Drive, Tampa, Florida 33619. In my capacity as Senior Regulatory Analyst, I interface with the incumbent local exchange carriers ("ILECs"), including BellSouth. I am also involved in interconnection negotiations between Intermedia and the ILECs. Similarly, I assist in strategic planning and the setting of Intermedia's regulatory policy. The purpose of my affidavit is to demonstrate that BellSouth has not satisfied the requirements of the federal Telecommunications Act of 1996 for in-region, interLATA entry in Louisiana.

2. As a threshold matter, BellSouth has not satisfied the requirements of Section 271(c)(1)(A) (also known as "Track A"). There are no facilities-based or predominantly